

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ALEXANDRA WOLF,)	NO. CV 15-08671-BRO (KSx)
)	
Plaintiff,)	
)	STIPULATED PROTECTIVE ORDER
v.)	
)	
SURYA, INC.; et al.,)	
)	
Defendants.)	
_____)	

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on the parties' Stipulated Protective Order ("Stipulation") filed on May 20, 2016, the terms of the protective order to which the parties have agreed are adopted as a protective order of this Court (which generally shall govern the pretrial phase of this action) except to the extent, as set forth below, that those terms have been modified by the Court's amendment of paragraphs 1.1, 2.1.5, 2.2.4, 5.1, 8.1, 8.2, 8.3, 11.4, 12.2, 15, and Exhibit A of, and the addition of paragraph 17 to, the Stipulation.

**AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND
MODIFIED BY THE COURT**¹

GOOD CAUSE STATEMENT

It is the intent of the parties ~~and the Court~~ in this action **alleging copyright infringement** that information will not be designated as confidential for tactical reasons in this case and that nothing shall be designated without a good faith belief that there is good cause why it should not be part of the public record of this case. Examples of confidential information that the parties may seek to protect from unrestricted or unprotected disclosure include:

- (a) Information that is the subject of a non-disclosure or confidentiality agreement or obligation;
- (b) The names, or other information tending to reveal the identity of a party's supplier, designer, distributor, or customer;
- (c) Agreements with third-parties, including license agreements, distributor agreements, manufacturing agreements, design agreements, development agreements, supply agreements, sales agreements, or service agreements;
- (d) Research and development information;
- (e) Proprietary engineering or technical information, including product design, manufacturing techniques, processing information, drawings, memoranda and reports;
- (f) Information related to budgets, sales, profits, costs, margins, licensing of technology or designs, product pricing, or other internal financial/accounting information, including non-public information related to financial condition or performance and income or other non-

¹ The Court's additions to the agreed terms of the Protective Order are generally indicated in bold typeface, and the Court's deletions are indicated by lines through the text being deleted.

1 public tax information;

2 (g) Information related to internal operations including personnel
3 information;

4 (h) Information related to past, current and future product
5 development;

6 (i) Information related to past, current and future market analyses
7 and business and marketing development, including plans,
8 strategies, forecasts and competition; and

9 (j) Trade secrets (as defined by the jurisdiction in which the
10 information is located).

11 Unrestricted or unprotected disclosure of such confidential technical, commercial or
12 personal information would result in prejudice or harm to the producing party by revealing
13 the producing party's competitive confidential information, which has been developed at the
14 expense of the producing party and which represents valuable tangible and intangible assets
15 of that party. Additionally, privacy interests must be safeguarded. Accordingly, the parties
16 respectfully submit that there is good cause for the entry of this Protective Order.

17 1. Designated Material.

18 1.1 Information or material may be designated for confidential treatment pursuant
19 to this Protective Order by any party, person or entity producing or lodging it in this action
20 (the "Designating Party"), if: ~~(a) produced or served, formally or informally, pursuant to the~~
21 ~~Federal Rules of Civil Procedure or~~ in response to any other formal or informal discovery
22 request in this action; ~~and/or (b) filed or lodged with the Court.~~ All such information and
23 material and all information or material derived from it constitutes "Designated Material"
24 under this Protective Order.

25 1.2 Unless and until otherwise ordered by the Court or agreed to in writing by the
26 parties, all Designated Materials designated under this Protective Order shall be used by the
27 parties and persons receiving such Designated Materials solely for conducting the above-
28 captioned litigation and any appellate proceeding relating thereto. Designated Material shall

1 not be used by any party or person receiving them for any business or any other purpose. No
2 party or person shall disclose Designated Material to any other party or person not entitled to
3 receive such Designated Material under the specific terms of this Protective Order. For
4 purposes of this Protective Order, “disclose” or “disclosed” means to show, furnish, reveal
5 or provide, indirectly or directly, any portion of the Designated Material or its contents,
6 orally or in writing, including the original or any copy of the Designated Material.

7 2. Access to Designated Materials.

8 2.1 Materials Designated “CONFIDENTIAL”: Subject to the limitations set forth
9 in this Protective Order, Designated Material may be marked “CONFIDENTIAL” for the
10 purpose of preventing the disclosure of information or materials that the designating party in
11 good faith believes is confidential. Before designating any specific information or material
12 “CONFIDENTIAL,” the Designating Party’s counsel shall make a good faith determination
13 that the information warrants protection under Rule 26(c) of the Federal Rules of Civil
14 Procedure. Such information may include, but is not limited to:

15 (a) The financial performance or results of the Designating Party, including
16 without limitation income statements, balance sheets, cash flow analyses, budget projections,
17 and present value calculations;

18 (b) Corporate and strategic planning by the Designating Party, including without
19 limitation marketing plans, competitive intelligence reports, sales projections and
20 competitive strategy documents;

21 (c) Names, addresses, and other information that would identify customers or
22 prospective customers, or the distributors or prospective distributors of the Designating
23 Party;

24 (d) Technical data, research and development data, and any other confidential
25 commercial information, including but not limited to trade secrets of the Designating Party;

26 (e) Information used by the Designating Party in or pertaining to its trade or
27 business, which information the Designating Party believes in good faith has competitive
28 value, which is not generally known to others and which the Designating Party would not

1 normally reveal to third parties except in confidence, or has undertaken with others to
2 maintain in confidence;

3 (f) Information which the Designating Party believes in good faith falls within the
4 right to privacy guaranteed by the laws of the United States or California; and

5 (g) Information which the Designating Party believes in good faith to constitute,
6 contain, reveal or reflect proprietary, financial, business, technical, or other confidential
7 information.

8 (h) The fact that an item or category is listed as an example in this or other sections
9 of this Protective Order does not, by itself, render the item or category discoverable.

10 2.1.0 Materials designated “CONFIDENTIAL” may be disclosed only to the
11 following Designees:

12 2.1.1 Persons who appear on the face of Designated Materials marked
13 “CONFIDENTIAL” as an author, addressee, or recipient thereof;

14 2.1.2 Counsel retained as outside litigation attorneys of record in this action, and their
15 respective associates, clerks, legal assistants, stenographic, videographic and support
16 personnel, and other employees of such outside litigation attorneys, and organizations
17 retained by such attorneys to provide litigation support services in this action and the
18 employees of said organizations. “Counsel” explicitly excludes any in-house counsel
19 whether or not they are attorneys of record in this action.

20 2.1.3 Consultants, including non-party experts and consultants retained or employed
21 by Counsel to assist in the preparation of the case, to the extent they are reasonably
22 necessary to render professional services in this action, and subject to the disclosure
23 requirements of section 2.3. Each consultant must sign a certification that he or she has read
24 this Stipulated Protective Order, will abide by its provisions, and will submit to the
25 jurisdiction of this Court regarding the enforcement of this Protective Order’s provisions.

26 2.1.4 A party’s officers and/or employees, which may include in-house counsel.

27 2.1.5 The Court, its **personnel** ~~clerks and secretaries~~, and any court reporter retained
28 to record proceedings before the Court;

1 2.2 Materials Designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY”: Subject to the limitations in this Protective Order, Designated Materials may be
3 marked “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” for the purpose of
4 preventing the disclosure of information or materials which, if disclosed to the receiving
5 party, might cause competitive harm to the Designating Party. Information and material that
6 may be subject to this protection includes, but is not limited to, technical and/or research and
7 development data, intellectual property, financial, marketing and other sales data, and/or
8 information having strategic commercial value pertaining to the Designating Party’s trade or
9 business. Nothing in paragraph 2.1 shall limit the information or material that can be
10 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” under this
11 paragraph. Before designating any specific information “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY,” the Designating Party’s counsel shall make a good faith
13 determination that the information warrants such protection.

14 2.2.0 Materials designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY” materials may be disclosed only to the following Designees:

16 2.2.1 Persons who appear on the face of Designated Materials marked “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as an author, addressee, or recipient
18 thereof;

19 2.2.2 Counsel for the parties to this action, as defined in section 2.1.2;

20 2.2.3 Consultants for the parties to this action, as defined in section 2.1.3; and

21 2.2.4 The Court, its **personnel** ~~clerks and secretaries~~, and any court reporter retained
22 to record proceedings before the Court.

23 2.2.5 Court reporters retained to transcribe depositions.

24 2.3 If any party wishes to disclose information or materials designated under this
25 Protective Order as “HIGHLY CONFIDENTIAL,” “CONFIDENTIAL – ATTORNEYS’
26 EYES ONLY” to any Consultant, it must first identify that individual to the Counsel for the
27 Designating Party and submit a Certification of Consultant pursuant to Section 3.
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY

1 2.4 Legal Effect of Designation. The designation of any information or materials
 2 as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” is
 3 intended solely to facilitate the conduct of this litigation. Neither such designation nor
 4 treatment in conformity with such designation shall be construed in any way as an admission
 5 or agreement by any party that the Designated Materials constitute or contain any trade
 6 secret or confidential information. Except as provided in this Protective Order, no party to
 7 this action shall be obligated to challenge the propriety of any designation, and a failure to
 8 do so shall not preclude a subsequent attack on the propriety of such designation.

9 2.5 Nothing herein in any way restricts the ability of the receiving party to use
 10 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 11 material produced to it in examining or cross-examining any employee or consultant of the
 12 Designating Party.

13 2.6 The parties agree that the Plaintiff may be provided the alleged infringers’ full
 14 identities, revenues, and gross profits numbers, notwithstanding any party’s designation of
 15 documents showing such figures as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 16 ONLY”.

17 3. Certificates Concerning Designated Materials. Each Consultant as defined in
 18 section 2.1.3, to whom any Designated Materials will be disclosed shall, prior to disclosure
 19 of such material, execute the Acknowledgement of Stipulated Protective Order in the form
 20 attached hereto as Exhibit A. Counsel who makes any disclosure of Designated Materials
 21 shall retain each executed Acknowledgement of Stipulated Protective Order and shall
 22 circulate copies to all Counsel for the opposing party concurrently with the identification of
 23 the Consultant to the attorneys for the Designating Party pursuant to Section 2.3.

24 4. Use of Designated Materials by Designating Party. Nothing in this Protective
 25 Order shall limit a Designating Party’s use of its own information or materials, or prevent a
 26 Designating Party from disclosing its own information or materials to any person. Such
 27 disclosure shall not affect any designations made pursuant to the terms of this Protective
 28

Order, so long as the disclosure is made in a manner that is reasonably calculated to maintain the confidentiality of the information.

5. Manner of Designating Written Materials.

5.1 Documents, discovery responses, **or portions thereof**, and other written materials shall be designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” whether in whole or in part, as follows.

5.2 The producing party shall designate materials by placing the legend “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on each page so designated prior to production. If the first or cover page of a multi-page document bears the legend “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” the entire document shall be deemed so designated, and the absence of marking each page shall not constitute a waiver of the terms of this Order. If the label affixed to a computer disk containing multiple files bears the legend “CONFIDENTIAL,” “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” the entire disk shall be deemed so protected, and the absence of marking of each file shall not constitute a waiver of the terms of this Order.

5.3 A designation of “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as to any item, thing or object that cannot otherwise be categorized as a document, shall be made: (1) by placing the legend “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on the thing, object or container within which it is stored; or (2) by specifically identifying, in writing, the item and the level of confidentiality designation, where such labeling is not feasible.

5.4 When a party wishes to designate as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” materials produced by someone other than the Designating Party (a “Producing Party”), such designation shall be made:

5.4.1 Within fifteen (15) business days from the date that the Designating Party receives copies of the materials from the producing or disclosing entity; and

1 5.4.2 By notice to all parties to this action and to the Producing Party, if such party is
2 not a party to this action, identifying the materials to be designated with particularity (either
3 by production numbers or by providing other adequate identification of the specific
4 material). Such notice shall be sent by facsimile and regular mail.

5 5.4.3. A party shall be permitted to designate as “CONFIDENTIAL,” or “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material produced by a Producing Party
7 only where:

8 a. The material being produced was provided to or developed by such Producing
9 Party: (i) under a written confidentiality agreement with the Designating Party; or (ii) within
10 a relationship with the Designating Party (or a party operating under the control thereof) in
11 which confidentiality is imposed by law (including, but not limited, to the employment
12 relationship and the vendor-customer relationship); and

13 b. The material being produced would be considered confidential material of the
14 Designating Party under Section 2.1 of this Agreement if it were in the possession of the
15 Designating Party.

16 5.5 Upon notice of designation, all persons receiving notice of the requested
17 designation of materials shall:

18 5.5.1 Make no further disclosure of such Designated Material or information
19 contained therein, except as allowed in this Protective Order;

20 5.5.2 Take reasonable steps to notify any persons known to have possession of or
21 access to such Designated Materials of the effect of such designation under this Protective
22 Order; and

23 5.5.3 If “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
24 EYES ONLY” material or information contained therein is disclosed to any person other
25 than those entitled to disclosure in the manner authorized by this Protective Order, the party
26 responsible for the disclosure shall, immediately upon learning of such disclosure, inform
27 the Designating Party in writing of all pertinent facts relating to such disclosure, and shall
28 make every effort to prevent further disclosure by the unauthorized person(s).

1 6. Manner of Designating Deposition Testimony.

2 6.1 Deposition transcripts and portions thereof taken in this action may be
3 designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
4 ONLY” during the deposition or after, in which case the portion of the transcript containing
5 Designated Material shall be identified in the transcript by the Court Reporter as
6 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”
7 The designated testimony shall be bound in a separate volume and marked by the reporter
8 accordingly.

9 6.2 Where testimony is designated during the deposition, the Designating Party
10 shall have the right to exclude, at those portions of the deposition, all persons not authorized
11 by the terms of this Protective Order to receive such Designated Material.

12 6.3 Within thirty (30) days after a deposition transcript is certified by the court
13 reporter, any party may designate pages of the transcript and/or its exhibits as Designated
14 Material. During such thirty (30) day period, the transcript in its entirety shall be treated as
15 “CONFIDENTIAL” (except for those portions identified earlier as “HIGHLY
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” which shall be treated accordingly from
17 the date of designation). If any party so designates such material, the parties shall provide
18 written notice of such designation to all parties within the thirty (30) day period. Designated
19 Material within the deposition transcript or the exhibits thereto may be identified in writing
20 by page and line, or by underlining and marking such portions “CONFIDENTIAL,”
21 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and providing such marked-
22 up portions to all counsel.

23 7. Copies. All complete or partial copies of a document that disclose Designated
24 Materials shall be subject to the terms of this Protective Order.

25 8. Court Procedures.

26 8.1 Disclosure of Designated Material to Court Officials. Subject to the provisions
27 of this section, Designated Material may be disclosed to the Court **and its personnel**, ~~Court~~
28 ~~officials or employees involved in this action~~ (including court reporters, persons operating

1 video recording equipment at depositions, and any special master, referee, expert, technical
 2 advisor or Third-Party Consultant appointed by the Court), and to the jury in this action, and
 3 any interpreters interpreting on behalf of any party or deponent.

4 8.2 Filing Designated Materials with the Court. Nothing in this Order shall vary
 5 the requirements for filing under Seal imposed by the Federal Rules of Civil Procedure or
 6 the Local Rules of this Court. If a party wishes to file with the Court any document,
 7 transcript or thing containing information which has been designated “CONFIDENTIAL,”
 8 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” the Party shall designate
 9 the material as set forth herein and ~~file it with~~ **submit such materials to** the Court ~~in with~~
 10 an application for filing under seal ~~under the~~ **consistent with the requirements of** Local
 11 Rules **79-5** of this Court, and **provide the requisite showing based on competent evidence**
 12 **of “good cause” or “compelling reasons,” for a Court order allowing such papers to be**
 13 **filed under seal pursuant to Federal Rule of Civil Procedure 5.2(d),** with the material
 14 bearing the legend:

15 “[CONFIDENTIAL, or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY]
 16 **INFORMATION SUBJECT TO PROTECTIVE ORDER.”**

17 ~~The Application for Filing under Seal must show good cause for the under seal filing.~~ Filing
 18 the document under seal shall not bar any party from unrestricted use or dissemination of
 19 those portions of the document that do not contain material designated “CONFIDENTIAL,”
 20 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If a filing party fails to
 21 designate information as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
 22 ATTORNEYS’ EYES ONLY,” any party who in good faith believes that designation and
 23 filing under seal is required by this Protective Order may move the Court to file said
 24 information under seal within five (5) days of learning of the defective filing. Notice of such
 25 designation shall be given to all parties. Nothing in this provision relieves a party of liability
 26 for damages caused by failure to ~~properly~~ **file an application** to file Designated Material
 27 under seal, **whether the Court grants the application or not.**

1 8.3 Retrieval of Designated Materials. **If an application to file under seal is**
2 **granted,** ~~T~~the party responsible for lodging or filing the Designated Materials shall be
3 responsible for retrieving such Designated Materials from the Court following the final
4 termination of the action (including after any appeals).

5 9. Objections

6 9.1 A party may challenge any designation under this Protective Order at any time,
7 on the grounds that the information or material does not meet the standards of Sections 1 and
8 2, by following the procedure of Local Rule 37 of this Court.

9 9.2 The parties shall meet and confer in good faith prior to the filing of any motion
10 under this section.

11 10. Client Communication. Nothing in this Protective Order shall prevent or
12 otherwise restrict counsel from rendering advice to their clients and, in the course of
13 rendering such advice, relying upon the examination of Designated Material. In rendering
14 such advice and otherwise communicating with the client, however, counsel shall not
15 disclose any Designated Material, except as otherwise permitted by this Protective Order.

16 11. No Prejudice.

17 11.1 This Protective Order shall not diminish any existing obligation or right with
18 respect to Designated Material, nor shall it prevent a disclosure to which the Designating
19 Party consented in writing before the disclosure takes place.

20 11.2 Unless the parties stipulate otherwise, evidence of the existence or nonexistence
21 of a designation under this Protective Order shall not be admissible for any purpose during
22 any proceeding on the merits of this action.

23 11.3 If any party required to produce documents contends that it inadvertently
24 produced any Designated Material without marking it with the appropriate legend, or
25 inadvertently produced any Designated Material with an incorrect legend, the producing
26 party may give written notice to the receiving party or parties, including appropriately
27 stamped substitute copies of the Designated Material. If the parties collectively agree to
28 replacement of the Designated Material, then the documents will be so designated. Within

1 five (5) business days of receipt of the substitute copies, the receiving party shall return the
2 previously unmarked or mismarked items and all copies thereof. If the parties do not
3 collectively agree to replacement of the Designated Material, the producing party shall
4 comply with the procedure of Local Rule 37 in seeking protection for the inadvertently
5 produced material.

6 11.4 Neither the provisions of this Protective Order, nor the filing of any material
7 under seal, shall prevent the use in open court, in deposition, at any hearing, or at trial of this
8 case of any material that is subject to this Protective Order ~~or filed under seal pursuant to its~~
9 ~~provisions~~. At deposition, the party using Designated Material must request that the portion
10 of the proceeding where use is made be conducted so as to exclude persons not qualified to
11 receive such Designated Material. At trial, the party using Designated Material must request
12 that the portion of the proceeding where use is made be conducted so as to exclude persons
13 not qualified to receive such Designated Material. All confidentiality designations or
14 legends placed pursuant to this Protective Order shall be removed from any document or
15 thing used as a trial exhibit in this case. The removal of such confidentiality designations or
16 legends under the preceding sentence shall not affect the treatment of such documents and
17 things as Designated Material under this Protective Order. Upon request of a party, the
18 parties shall meet and confer concerning the use and protection of Designated Material in
19 open court at any hearing. Prior to the pretrial conference, the parties shall meet and confer
20 concerning appropriate methods for dealing with Designated Material at trial.

21 11.5 Any inadvertent production of documents containing privileged information
22 shall not be deemed to be a waiver of the attorney-client privilege, work product doctrine, or
23 any other applicable privilege or doctrines. All parties specifically reserve the right to
24 demand the return of any privileged documents that it may produce inadvertently during
25 discovery if the producing party determines that such documents contain privileged
26 information. After receiving notice of such inadvertent production by the producing party,
27 the receiving party agrees to make reasonable and good faith efforts to locate and return to
28 the producing party all such inadvertently produced documents.

1 12. Modification and Survival.

2 12.1 Modification. The parties reserve the right to seek modification of this
3 Protective Order at any time for good cause. The parties agree to meet and confer prior to
4 seeking to modify this Protective Order for any reason. The restrictions imposed by this
5 Protective Order may only be modified or terminated by written stipulation of all parties or
6 by order of this Court. Parties entering into this Protective Order will not be deemed to have
7 waived any of their rights to seek later amendment to this Protective Order.

8 12.2 Trial. The parties understand that this Protective Order does not extend to trial
9 of this Action. Once the case proceeds to trial, all of the information that was designated as
10 confidential and/or kept and maintained pursuant to the terms of this Protective Order
11 becomes public and will be presumptively available to all members of the public, including
12 the press, **unless the information is sealed pursuant to an order of the district judge in**
13 **response to an application to file under seal as described in paragraph 8.2 of this**
14 **Protective Order,**~~unless good cause is shown to the district judge in advance of the trial to~~
15 ~~proceed otherwise.~~

16 12.3 Survival and Return of Designated Material. This Protective Order shall
17 survive termination of this action prior to trial of this action. Upon final termination of the
18 action prior to trial of this action, and at the written request of the Designating Party, all
19 Designated Material, including deposition testimony, and all copies thereof, shall be returned
20 to counsel for the Designating Party (at the expense of the Designating Party) or (at the
21 option and expense of the requesting party) shall be destroyed. Upon request for the return
22 or destruction of Designated Materials, counsel shall certify their compliance with this
23 provision and shall serve such certification to counsel for the Designating Party not more
24 than ninety (90) days after the written request to return or destroy Designated Materials.
25 Counsel who have submitted one or more Certificate(s) prepared pursuant to Section 3 do
26 not need to retain such Certificate(s) past the ninety (90) day period.

27 13. No Contract. This Protective Order shall not be construed to create a contract
28 between the parties or between the parties and their respective counsel.

1 14. Court's Retention of Jurisdiction. The Court retains jurisdiction after final
2 termination of the action prior to trial, to enforce this Protective Order.

3 15. Exception for Public Information. Nothing in this Stipulation shall be deemed
4 in any way to restrict the use of documents or information which are lawfully obtained or
5 publicly available to a party independently of discovery in this action, whether or not the
6 same material has been obtained during the course of discovery in the action and whether or
7 not such documents or information have been designated hereunder. ~~However, in the event~~
8 ~~of a dispute regarding such independent acquisition, a party wishing to use any~~
9 ~~independently acquired documents or information shall bear the burden of proving~~
10 ~~independent acquisition.~~

11 16. Any material designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL
12 – ATTORNEYS' EYES ONLY" by a party will be deemed by the Designating Party to this
13 agreement to be authentic and a business record of the Designating Party, and the
14 Designating Party will be precluded from challenging the authenticity of any document so
15 designated at any time during this litigation, including during any necessary collection or
16 appeal proceedings. To the extent that such material is not a business record of the
17 Designating Party and was not created by the Designating Party, the non-producing party for
18 which the material is a business record shall have opportunity to challenge the authenticity
19 of the material so designated.

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

1 **17. The Designating Party shall bear the burdens and the expenses of seeking**
2 **protection in this court of its confidential information, and nothing in these provisions**
3 **should be construed as authorizing or encouraging a Receiving Party in this action to**
4 **disobey a lawful directive from another court.**

5
6 **IT IS SO ORDERED.**

7
8 DATED: May 25, 2016

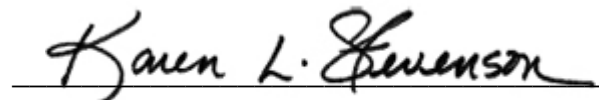
9
10 
11 KAREN L. STEVENSON
12 UNITED STATES MAGISTRATE JUDGE
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ALEXANDRA WOLF,
Plaintiff,

v.

SURYA, INC.; et al.,
Defendants.

Case No.: CV 15-08671-BRO-KLS

**ACKNOWLEDGEMENT OF
STIPULATED PROTECTIVE ORDER**

The undersigned hereby acknowledges that he/she has read the STIPULATED PROTECTIVE ORDER entered in the above captioned litigation, and that he/she fully understands and agrees to abide by the obligations and conditions thereof.

Dated: _____

(Signature)

(Print Name)